

BILL NO. S-94-04-17

SPECIAL ORDINANCE NO. S- 33-94

AN ORDINANCE approving the CONTRACT  
FOR CONSTRUCTION ENGINEERING  
SERVICES between HNTB CORPORATION  
and the City of Fort Wayne, Indiana,  
in connection with the Board of  
Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT FOR CONSTRUCTION  
ENGINEERING SERVICES by and between HNTB CORPORATION and  
the City of Fort Wayne, Indiana, in connection with the  
Board of Public Works, for:

the Construction Engineering  
Services for Sludge Digestion  
Facilities Improvements and Waste  
Activated Sludge Thickening  
Facilities for the Paul L. Brunner  
Water Pollution Control Plant;

the contract price is Three Hundred Thousand and no/100  
Dollars (\$300,000.00), all as more particularly set forth  
in said Contract, which is on file in the Office of the  
Board of Public Works and, is by reference incorporated  
herein, made a part hereof, and is hereby in all things  
ratified, confirmed and approved. Two (2) copies of said  
Resolution are on file with the Office of the City Clerk  
and made available for public inspection, according to  
law.

SECTION 2. That this Ordinance shall be in full  
force and effect from and after its passage and any and  
all necessary approval by the Mayor.

Sam Talarico  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCauley  
J. Timothy McCauley, City Attorney

CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES

FOR

SLUDGE DIGESTION FACILITIES IMPROVEMENTS  
AND  
WASTE ACTIVATED SLUDGE THICKENING FACILITIES

FOR

PAUL L. BRUNNER WATER POLLUTION CONTROL PLANT

BY AND BETWEEN THE

CITY OF FORT WAYNE, INDIANA

AND

HNTB CORPORATION  
ARCHITECTS ENGINEERS PLANNERS  
INDIANAPOLIS, INDIANA

## A G R E E M E N T

THIS AGREEMENT, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and HNTB CORPORATION, a corporation, hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER has developed and adopted a Master Plan for Wastewater Facilities dated November 1985; and

WHEREAS, the Master Plan for Wastewater Facilities, November 1985, outlines sludge handling improvement needs for the anaerobic digestion system and waste activated sludge thickening facilities; and

WHEREAS, the OWNER did cause preparation of construction contract documents to provide for such sludge handling improvements known as Division I - Upgrade of Anaerobic Digesters and Division II - Sludge Thickening Facility; and

WHEREAS, it is desirable and necessary to undertake and construct improvements for the existing anaerobic digestion facilities and waste activated sludge thickening facilities in accordance with the construction contract documents.

NOW, THEREFORE, the OWNER and the ENGINEER, for the consideration named herein, agree as follows:

The ENGINEER agrees to perform for the above named project, professional services as hereinafter set forth.



The OWNER agrees to employ and does hereby employ the ENGINEER for the services herein set forth and agrees to pay the ENGINEER for such services, in current funds, the fee set forth in Article 3 of this Agreement.

The parties hereto further agree to the following conditions:

ARTICLE 1. THE ENGINEER'S SERVICES

A. Upon written authorization by the OWNER for construction engineering services, and contractor's notifications to proceed, the ENGINEER shall perform within 540 days as follows:

1. Conduct pre-construction conference to review contract requirements, establish procedures, and open lines of communication. (Not included in the 540 days.)
2. Provide visits to the project to meet with contractors, resident representatives, and City representatives to observe the progress of the work at times appropriate to the phase of construction as determined by the ENGINEER, and inform the OWNER whether or not the work is proceeding in reasonable compliance with the drawings and specifications and advise the OWNER if it is necessary to disapprove the work as failing to conform with the contract drawings.
3. Check shop drawings, samples, equipment, and other information submitted by the construction contractor for compliance with the design concept of the drawings and specifications. Witness and fully report to the OWNER the results of all special performance tests required for the project.
4. Act upon the construction contractor's requests for payments in accordance with the provisions of the general conditions of the construction contract(s).
5. Evaluate project changes as necessary, prepare design and non-design change orders to the construction contract.
6. Decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications, and questions as to the acceptable fulfillment of the construction

contract(s). Certify substantial completion and approval of the construction contractor's final payment when, to the best of the ENGINEER'S knowledge and belief, the terms of the construction contract has been fulfilled.

7. Provide two (2) sets of record drawings which reflect changes in the work subsequent to the award of the construction contract(s) following the completion of the work and based upon information supplied by the construction contractor(s) and resident representatives.

B. The ENGINEER shall not have control or charge of and shall not be responsible for supervision of construction, construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, for the acts or omission of the construction contractors, subcontractors, or any other persons performing any of the work, or the failure of any of them to carry out the work in accordance with the Contract Documents. The ENGINEER shall not be required to direct or take charge of work done by "force account."

C. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.

D. Additional services in connection with the project not otherwise provided for in this Agreement may be arranged for between the ENGINEER and the OWNER and incorporated into this Agreement.

ARTICLE 2. DUTIES OF THE OWNER. The OWNER agrees to provide the ENGINEER with complete information concerning the requirements of the project and to perform as follows:



A. Make available such studies, reports, permits, applications, drawings and specifications pertaining to the construction of the wastewater facilities as currently available for delivery.

B. Provide access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform such work as surveys and inspections in the development of the project.

C. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

D. Promptly hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the project including legal and fiscal services and pay all costs incidental thereto.

E. Appoint an OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies. The ENGINEER shall be entitled to rely on all representations made by the OWNER'S representative unless otherwise directed in writing by the OWNER.

H. Furnish laboratory analyses, sampling data on wastewater characteristics, and flow measuring of wastes from special sources connected to or to be connected to the sewerage system.

I. Sign and file for all necessary approvals from regulatory agencies and pay all cost incidental thereto.

J. Provide any needed soil analyses reasonably required by the ENGINEER for completion of the project.

K. Upon notice, promptly inform the ENGINEER of any changes or defects in the project.

L. Furnish all labor for any necessary operations of the equipment and appurtenances of the existing facilities as may be required by the ENGINEER.

M. Provide qualified personnel to perform the necessary operations, maintenance, and laboratory testing suggested by the ENGINEER to achieve the project performance standards.

N. The OWNER'S personnel shall respond in a timely manner to the ENGINEER'S recommendations on operation, maintenance and laboratory testing.

O. Obtain required easements necessary to the project and as may be defined by the ENGINEER.

ARTICLE 3. PAYMENT TO THE ENGINEER. For the construction engineering services rendered under Article 1, the Engineer shall be paid a fee not to exceed \$300,000 based upon payroll cost times a multiplier of 2.1 plus expenses. Payroll cost is defined as direct salary cost plus indirect salary-related cost (FICA, IES, and FUC taxes; Workers' Compensation Insurance; health and accident group insurance; holidays; and vacations). Billing periods shall be once each four weeks to coincide with the firm's payroll cycle and shall be payable upon receipt. Expenses shall be invoiced in accordance with the Schedule of Charges in effect at the time. The current Schedule of Charges is attached.

This fee is based on completion of tasks set forth under Article 1 and based on providing up to eighty-eight (88) weekly construction site visits and twenty (20) other construction-related specialty visits (for structural, electrical and instrumentation and control services) throughout the project duration noted under Article 1.

ARTICLE 4. SUCCESSORS AND ASSIGNMENTS. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 5. OWNERSHIP OF DOCUMENTS. All reports and other work products of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk and the OWNER agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER may entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 6. GOVERNING LAWS. This Agreement shall be governed by the law of the State of Indiana and federal laws.



ARTICLE 7. GENERAL CONDITIONS

A. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, terms, condition, or covenant shall be construed by the other party as a waiver of a subsequent breach of the same by the other party.

B. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

C. The professional services to be provided hereunder are being performed solely for the benefit of the OWNER, and no claim against the ENGINEER shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, tenant, surety, or any third party as a result of this Agreement or the performance or non-performance of the ENGINEER'S services.

ARTICLE 8. INSURANCE. The ENGINEER shall provide the OWNER with Certificates of Insurance (C through E only) showing coverage as follows:

| <u>COVERAGE</u>                      | <u>LIMITS</u>               |
|--------------------------------------|-----------------------------|
| A. Worker's Compensation & Liability | Statutory Requirements      |
| B. Employer's Liability              | \$100,000                   |
| C. Comprehensive General Liability   |                             |
| Section 1 - Bodily Injury            | \$300,000 each occurrence   |
|                                      | \$300,000 aggregate         |
| Section 2 - Property Damage          | \$1,000,000 each occurrence |
|                                      | \$1,000,000 aggregate       |

D. Comprehensive Automobile Liability

Section 1 - Bodily Injury \$300,000 each occurrence

Section 2 - Property Damage \$300,000 aggregate

COVERAGE

LIMITS

E. Comprehensive Umbrella Liability \$5,000,000 each occurrence

\$5,000,000 aggregate

F. Professional Liability (Errors and Omissions) \$3,000,000 each occurrence


\$3,000,000 aggregate

ARTICLE 9. TERMINATION. This Agreement may be terminated by either party by providing seven days written notice. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the date of terminations.

ARTICLE 10. EXECUTION. The OWNER and ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate this 23 day of MARCH, 1994.

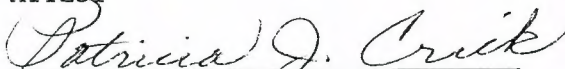
HNTB CORPORATION

BY   
ROGER C. WARD

CITY OF FORT WAYNE, INDIANA

BY   


ATTEST

  
Clerk

Its Board of Public Works

# SCHEDULE OF CHARGES FOR EXPENSES

1. Automobile travel by personal or company leased vehicles is chargeable at ~~28~~<sup>29</sup> cents per mile. Use of rail, bus, air, or similar forms of public transportation or automobile rental will be billed at cost.
2. Charges shall be made for such direct expenses as reproduction costs, the cost of materials required to complete field investigations or surveys, or other special materials or equipment whose use will be limited to the specific job at hand. These charges will be billed at invoice cost.
3. Subsistence is chargeable in the event an employee is required by nature or location of the work to be out of his assigned office overnight. These charges shall be billed at direct cost.
4. Services of professional specialists who work independently of HNTB shall be billed at our cost. Examples of this type of service are soils testing, laboratory analyses, and other specialized fields of services performed by others using their own facilities, and not under our direction. Services of subcontractors or sub-contractors who work at the direction of HNTB shall be billed at our cost plus ten percent.
5. Charges shall be made for the use of special studies equipment as follows:

|     |  |  |
|-----|--|--|
| (a) | Field Survey Vehicle                     | 35 cents per mile  |
| (b) | Survey, Inspection, and Safety Equipment | \$50.00 Per day  |
| (c) | Data Collector                           | \$30.00 per day  |
| (d) | Flow Monitor/Data Processor Interrogator | \$225.00 per week or \$800.00 per month  |
| (e) | Nuclear Density Gauge                    | \$35.00 per day or \$600.00 per month  |
| (f) | Head Recorders                           | \$25.00 per week for the first four (4) weeks of continuous installation                 |
|     |  | \$15.00 per week for the next four (4) weeks of continuous installation                  |
|     |  | \$10.00 per week thereafter for continuous installation (1 - 7 days constitute one week) |

HNTB Corporation (~~January 1, 1993~~)

2/10/94



SCHEDULE OF CHARGES FOR EXPENSES (cont'd)

|     |  |  |
|-----|--|--|
| (g) | Integrated Flow Recorders                              | \$40.00 per week for the first four (4) weeks of continuous installation                 |
|     |  | \$25.00 per week for the next four (4) weeks of continuous installation                  |
|     |  | \$15.00 per week thereafter for continuous installation (1 - 7 days constitute one week) |
| (h) | Continuous Samplers                                    | \$40.00 per week for the first four (4) weeks of continuous installation                 |
|     |  | \$25.00 per week for the next four (4) weeks of continuous installation                  |
|     |  | \$15.00 per week therefore for continuous installation (1 - 7 days constitute one week)  |
| (i) | Automatic Traffic Counters                             | \$10.00 per day  |
| (j) | Computer Aided Drafting/Design (CADD) - GDS System     | \$30.00 per connect-hour (usage of less than one hour is charged pro-rata)               |
| (k) | Computer Aided Drafting/Design (CADD) - AutoCAD System | \$15.00 per connect-hour (usage is charged in 15-minute increments)                      |
| (l) | Computer Equipment                                     | \$5.00 per hour  |
| (m) | Other Equipment  | To be quoted on a per job basis  |

6. All service performed on an hourly or cost plus basis shall be billed as work progresses. Billing periods shall be once each four weeks to coincide with firm's payroll cycle.

The above schedule of charges is subject to changes which result from variations in supplier costs and market conditions.

HNTB Corporation  
Indianapolis, Indiana  
January 1, 1993

Read the first time in full and on motion by Long, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 4-12-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talman, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT   |
|-------------|----------|------|-----------|----------|
| TOTAL VOTES | <u>6</u> |      |           | <u>3</u> |
| BRADBURY    | <u>✓</u> |      |           |          |
| EDMONDS     | <u>✓</u> |      |           |          |
| GiaQUINTA   |          |      |           | <u>✓</u> |
| HENRY       |          |      |           | <u>✓</u> |
| LONG        |          |      |           | <u>✓</u> |
| LUNSEY      | <u>✓</u> |      |           |          |
| RAVINE      | <u>✓</u> |      |           |          |
| SCHMIDT     | <u>✓</u> |      |           |          |
| TALARICO    | <u>✓</u> |      |           |          |

DATED: 4-26-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Nadyla E. Schreff, Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 233-94 on the 26th day of April, 1994

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Nadyla E. Schreff, Deputy Clerk

(SEAL)  
Don J. Schmitter  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1994, at the hour of 3:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Nadyla E. Schreff, Deputy Clerk

Approved and signed by me this 27 day of May, 1994, at the hour of 9:45 o'clock PA M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



APRIL 11, 1994

MEMO TO: MEMBERS OF THE COMMON COUNCIL

RE: Introduction of Contracts for the Sludge Treatment Projects for the **Water Pollution Control Plant** (Sewer Bond)

The Contracts for the projects resulted from a requirement by U.S. EPA to provide sludge treatment as directed by the WPC Plant Discharge Permit and agreed to in response to a IDEM Inspection Report dated January 1993.

**The Work Covered By These Contracts Are:**

- S-94-04-17*
1. Construction of a Sludge Thickening Facilities, (Div. I); to include all labor, materials, equipment, tools, power, miscellaneous equipment etc. for Construction of a new building, centrifuges, piping, controls and pertinent equipment. Construction by Bowen Engineering.
  2. Construction of New and Modification of Existing Facilities, (Div.II); to include all labor, materials, equipment, tools, electrical power, miscellaneous equipment etc. for the construction of a building addition, additional equipment for sludge heating, digester mixing equipment and equipment to convert two secondary digesters into primary digesters. Construction by Indiana Construction Company.
  3. Construction Engineering during the construction of Div.I and Div.II; is for handling any questions, interpretation of specifications, modifications to the plans and specifications, review of shop drawings, handling of payment requests, etc. Engineering by HNTB Engineers.
  4. Construction Resident Engineering during the construction of Div.I and Div.II; for on site inspection of construction inherent to the engineering plans and specifications and to confer with the Construction Engineering group for any questions that will arise daily. Resident Engineering by Bonar Engineers.

Bids and Proposal were received during 1993 for these Contracts As follows:

1. **Div. I Project** - (5) bids were received and the lowest was accepted.
2. **Div. II Project** - (3) bids were received and the lowest was accepted.
3. **Construction Engineering** - (2) proposal were received and the best was accepted.
4. **Resident Engineering** - (3) proposal were received and the best was accepted.

The combined project is expected to take eighteen (18) months to complete.



TITLE OF ORDINANCE: Contract for Construction Engineering Services for Sludge Digestion Facilities Improvements and Waste Activated Sludge Thickening Facilities for Paul L. Brunner Water Pollution Control Plant.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: This Contract between the City and HNTB Corporation, Architects, Engineers, Planners, is for the Construction Engineering Services for Sludge Digestion Facilities Improvements and Waste Activated Sludge Thickening Facilities for Paul L. Brunner Water Pollution Control Plant.

EFFECT OF PASSAGE: Project can be completed.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$300,000.00 (Sewer Bond)

ASSIGNED TO COMMITTEE:

BILL NO. S-94-04-17

REPORT OF THE COMMITTEE ON  
CITY UTILITIES *Committee of the Works*  
DAVID C. LONG - SAMUEL J. TALARICO - CO-CHAIR  
MARK E. GiaQUINTA  
REBECCA J. RAVINE

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the CONTRACT  
FOR CONSTRUCTION ENGINEERING SERVICES BETWEEN HNTB CORPORATION and the  
City of Fort Wayne, Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

| <u>DO PASS</u>           | <u>DO NOT PASS</u> | <u>ABSTAIN</u> | <u>NO REC</u> |
|--------------------------|--------------------|----------------|---------------|
| <i>Sam Talarico</i>      |                    |                |               |
| <i>Rebecca Ravine</i>    |                    |                |               |
| <i>Mark E. GiaQuinta</i> |                    |                |               |
| <i>John</i>              |                    |                |               |
| <i>Y. Bradbury</i>       |                    |                |               |
| <i>Clatus R Edmonds</i>  |                    |                |               |
|                          |                    |                |               |
|                          |                    |                |               |
|                          |                    |                |               |

DATED: *4-26-94.*

Sandra E. Kennedy  
City Clerk